

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fatburger North America, Inc.		07/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FB Lending, LLC		
Street Address:	1999 Avenue of the Stars, Suite 2040		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5062064	FATBURGER	
Registration Number:	4772773	FATBURGER	
Registration Number:	4587086	FAT TIMES	
Registration Number:	4713027	WHERE EVERYONE IS FAMILY	
Registration Number:	1783140	THE LAST GREAT HAMBURGER STAND	
Registration Number:	1783138	FATBURGER	
Registration Number:	1327662	THE LAST GREAT HAMBURGER STAND	
Registration Number:	1359466	FATBURGER THE LAST GREAT HAMBURGER STAND	
CORRESPONDENCE DATA			
Fax Number:	2124843990		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124843900		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Marylee Jenkins		
Address Line 1:	1301 Avenue of the Americas, Floor 42		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	038276.00017		
NAME OF SUBMITTER:	Marylee Jenkins		

OP \$215.00 5062064

SIGNATURE:	/Marylee Jenkins/
DATE SIGNED:	07/06/2018
Total Attachments: 8 source=EXECUTED Trademark Security Agreement (FAT Brand North America) #page1.tif source=EXECUTED Trademark Security Agreement (FAT Brand North America) #page2.tif source=EXECUTED Trademark Security Agreement (FAT Brand North America) #page3.tif source=EXECUTED Trademark Security Agreement (FAT Brand North America) #page4.tif source=EXECUTED Trademark Security Agreement (FAT Brand North America) #page5.tif source=EXECUTED Trademark Security Agreement (FAT Brand North America) #page6.tif source=EXECUTED Trademark Security Agreement (FAT Brand North America) #page7.tif source=EXECUTED Trademark Security Agreement (FAT Brand North America) #page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 3, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Fatburger North America, Inc., a Delaware corporation (the "Grantor") in favor of FB Lending, LLC (the "Secured Party").

WHEREAS, the Grantor and the Secured Party are parties to a Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") by and among the Grantor, the guarantors party thereto and the Secured Party, pursuant to which the Grantor granted a security interest to the Secured Party in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby mortgages, pledges, hypothecates and grants to the Secured Party a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Governing Law

THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Grantor Remains Liable

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FATBURGER NORTH AMERICA, INC.

By: _____

Name: Andrew A. Wiederhorn

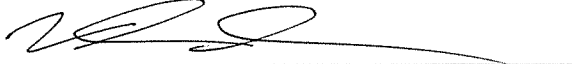
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006373 FRAME: 0661

Accepted and Agreed:

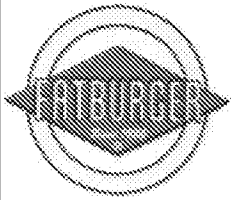
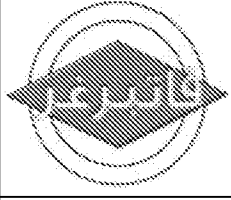
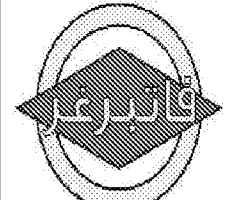

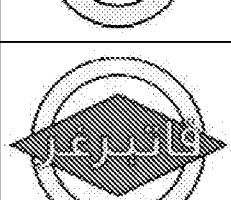
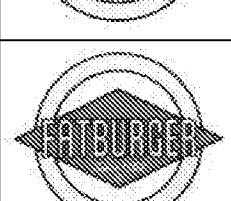
FB LENDING, LLC
as Lender






By: 
Name: Vikas Tandon
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Country	Status	Class	Notes
Fatburger North America, Inc. 9606 Santa Monica Boulevard, Penthouse, Beverly Hills, CA. 90210 United States Of America		Algeria	Registered 06-SEP-2012 Reg. No. 83336	25 43	
Fatburger North America, Inc. 9606 Santa Monica Boulevard, Penthouse, Beverly Hills, CA. 90210 United States Of America		Algeria	Registered 06-SEP-2012 Reg. No. 83337	25 43	
Fatburger North America, Inc. 9606 Santa Monica Blvd Penthouse, CA. 90210 United States Of America		Morocco	Registered Reg. No. 146891	25 43	
Fatburger North America, Inc. 9606 Santa Monica Blvd Penthouse, CA. 90210 United States Of America		Morocco	Registered Reg. No. 146892	25 43	
Fatburger North America, Inc 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America		Tunisia	Registered 24-JUL-2013 Reg. No. Reg TN/E/2012/14 54	23 43	
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America		Tunisia	Registered 24-JUL-2013 Reg. No. TN/E/2012/14 55	23 43	

Owner	Mark	Country	Status	Class	Notes
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America		China	Registered N/A (pending) Reg. No. N/A (pending)	43	
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America		China	Registered N/A (pending) Reg. No. N/A (pending)	43	
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America		China	Registered 21-JUL-2017 Reg. No. 19660006A	43	
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America		China	Registered N/A (pending) Reg. No. N/A (pending)	43	
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA. 90210 United States Of America	美富堡	China	Registered 07-JUN-2017 Reg. No. 19660004	43	
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America	美富堡	China	Registered 07-JUN-2017 Reg. No. 19660005	35	
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America		China	Registered 07-JUN-2017 Reg. No. 19660007	35	
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America	特富客	China	Registered 14-DEC-2016 Reg. No. 18275873	35	
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America	特富客	China	Registered 14-DEC-2016 Reg. No. 18275872	29	

Owner	Mark	Country	Status	Class	Notes
Fatburger North America, Inc. 9606 Santa Monica Blvd, Penthouse, Beverly Hills, CA 90210 United States Of America	特富客	China	Registered 14-DEC-2016 Reg. No. 18275870	43	
Fatburger North America, Inc. 9606 Santa Monica Blvd., Penthouse Beverly Hills, CA 90210 United States Of America	特富客	China	Registered 14-DEC-2016 Reg. No. 18275871	30	
Fatburger North America Inc. Delaware Corporation Suite 500 9720 Wilshire Blvd. Beverly Hills, California, 90212	FATBURGER	USA	Registered 18-OCT-2016 Reg. No. 5062064	25 29 30 32	
Fatburger North America Inc. Delaware Corporation Suite 500 9720 Wilshire Blvd. Beverly Hills, California, 90212	FATBURGER	USA	Registered 14-JUL-2015 Reg. No. 4772773	30 43	
Fatburger North America Inc. Delaware Corporation Suite 500 9720 Wilshire Blvd. Beverly Hills, California, 90212	FAT TIMES	USA	Registered 19-AUG-2014 Reg. No. 4587086	41	
Fatburger North America Inc. Delaware Corporation Suite 500 9720 Wilshire Blvd. Beverly Hills, California, 90212	WHERE EVERYONE IS FAMILY	USA	Registered 31-MAR- 2015 Reg. No. 4713027	43	
Fatburger North America Inc. Delaware Corporation Suite 500 9720 Wilshire Blvd. Beverly Hills, California, 90212	THE LAST GREAT HAMBURGER STAND	USA	Registered 20-JUL-1993 Reg. No. 1783140	20 25	Security Interests Outstanding
Fatburger North America Inc. Delaware Corporation Suite 500 9720 Wilshire Blvd. Beverly Hills, California, 90212		USA	Registered 20-JUL-1993 Reg. No. 1783138	14 20 25 42	Security Interest Outstanding Monetary Judgment Recorded

Owner	Mark	Country	Status	Class	Notes
Fatburger North America Inc. Delaware Corporation Suite 500 9720 Wilshire Blvd. Beverly Hills, California, 90212	THE LAST GREAT HAMBURGER STAND	USA	Registered 26-MAR-1985 Reg. No. 1327662	42	Security Interests Outstanding Monetary Judgment Recorded
Fatburger North America Inc. Delaware Corporation Suite 500 9720 Wilshire Blvd. Beverly Hills, California, 90212		USA	Registered 10-SEP-1985 Reg. No. 1359466	30 42	Security Interests Outstanding